AIRPRO DIAGNOSTICS, LLC v.
DREW TECHNOLOGIES, INC., et al.





AirPro Diagnostics Attn: Lonnie Margol August 25, 2021

RE: Notice Regarding Violation of AutoEnginuity Giotto License Terms

Dear Mr. Margol,

We contacted AirPro Diagnostics in March 2020 regarding our concerns with its use of the AutoEnginuity Giotto products and software. Specifically, we had concerns that AirPro was using an individual scantool for multiple users and was falsely representing to its customers and potential customers that: (i) a scan performed using an AutoEnginuity tool or product is originating from "OEM Scantool Software"; and (ii) that a scan performed using AutoEnginuity Giotto is "an OE Scan or equivalent to an OE scan." As we indicated before, while the AutoEnginuity tools and products are among the best in the industry with comprehensive coverage, we are careful to not represent that they will achieve the same results as an OE scan performed using IDS, FDRS, or FJDS, and we require our licensees to do the same. It appears that AirPro continues to make these misleading statements, and that AirPro's current use of the software is violating the terms of its license.

The AutoEnginuity End User License Agreement specifically provides that (a) multiple users are not allowed to concurrently use one copy of the licensed software (i.e. two users require two licenses), (b) the software may be used solely to provide diagnostic services on vehicles located under the same roof (and within 500 feet) of the computer on which the software is installed, and (iii) the licensed software does not allow licensees to make statements that the diagnostic services performed using the software are equivalent to the OE diagnostic system. The license also does not allow the licensee to transfer or assign the license to customers performing "self-directed scans."

Further, we remain concerned that the lawsuit filed by Ford Motor Company against AirPro indicates that AirPro claims to perform OE Scans using the AutoEnginuity Giotto products and software, and that AirPro's actions may be subjecting Opus IVS to potential liability.

We are actively investigating these matters further but, as of now, it appears that AirPro's statements and use of the licensed Giotto products and software may be in violation of the license terms. Regardless of any such violation, we believe that AirPro's statements are falsely representing AutoEnginuity products and services. As you can appreciate, we cannot allow this to continue, and we have no choice but to terminate AirPro's software license and discontinue any further updates to the products.

If AirPro believes that it is not in violation of the license terms, please contact us immediately, and no later than ten (10) business days from the date of this notice, so that we can resolve this issue. Thank you.

Opus IVS, Inc.

Brian Herron